



County of Los Angeles
CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

December 18, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF HEALTH SERVICES: APPROVAL OF AN AMENDMENT TO
EXTEND THE TERM OF PROPOSITION A AGREEMENT FOR OUTPATIENT
OPHTHALMOLOGICAL SERVICES AT MARTIN LUTHER KING, JR.
MULTI-SERVICE AMBULATORY CARE CENTER
(SUPERVISORIAL DISTRICT 2)
(3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and authorize the Chair of the Board to sign Amendment No. 1 to the Ophthalmology Clinic and Surgical Services Agreement (County Contract No. 76356) with The Los Angeles Ophthalmology Medical Group, Inc., (LAOMG) to extend the term of the Agreement for one month, effective January 1, 2008 through January 31, 2008, at no additional County cost.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In approving this action, the Board is authorizing the Chair of the Board to sign Amendment No. 1 to the Ophthalmology Clinic and Surgical Services Agreement (County Contract No. 76356), substantially similar to Exhibit 1, to extend the term of the current contract. This will allow for the continuation of ophthalmology outpatient clinical and surgical services at Martin Luther King, Jr. Multi-Service Ambulatory Care Center (MLK MACC), while the Department of Health Services (DHS or Department) completes contract negotiations for a new Agreement. The current Agreement expires on December 31, 2007.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

FISCAL IMPACT/FINANCING

The total maximum obligation for the Agreement is \$298,800. This funding is sufficient to cover the projected cost of services during the one month extension; therefore, no increase in maximum obligation is requested. Funding is included in the Fiscal Year 2007-08 Final Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

For a number of years, ophthalmology services were provided by a combination of Drew University (Drew) faculty members and County physicians, and also through Drew supplemental agreements and County agreements.

Effective June 30, 2007, Drew's medical school affiliation agreement with the County ended, resulting in the lapse of these services from July 1, 2007 through July 30, 2007. During this lapse period, a County physician provided only the most critical clinic, inpatient, and emergency services. The Department obtained a Purchase Order (PO) to secure the services of LAOMG to supplement the services being provided by County staff.

On September 25, 2007, the Board approved a Proposition A Agreement with LAOMG for the provision of ophthalmology services at MLK MACC effective upon Board approval through November 30, 2007, with an optional one month extension through December 31, 2007 and a maximum obligation of \$298,800. The approved Agreement was a short term arrangement with limited services to provide basic eye care services for the most critical needs, while DHS completed an expedited Request For Information (RFI) to determine whether alternative service providers would be able to provide ophthalmology services at MLK MACC.

Under the recommended Amendment, LAOMG will continue to provide basic eye care services at MLK MACC, while DHS completes contract negotiations for a new Agreement.

Attachment A provides additional information.

County Counsel has reviewed and approved Exhibit 1, as to use and form.

CONTRACTING PROCESS

On October 15, 2007, DHS released an RFI for Ophthalmology Services at MLK MACC. The RFI was advertised in local newspapers and on the L.A. County Online and DHS websites. Additionally, a notice of the RFI was sent directly to 13 prospective providers. By the October 29, 2007 deadline to submit responses to the RFI, only LAOMG submitted

Honorable Board of Supervisors
December 18, 2007
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a response. As a result of the RFI, the Department is currently in contract negotiations with LAOMG for a new Agreement. Upon successful completion of contract negotiations, DHS will return to the Board for approval of this new Agreement for ophthalmological services at MLK MACC.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this Amendment will permit the Department to continue to provide vital ophthalmology services and ensure continuity of care for MLK MACC patients.

CONCLUSION

When approved, the DHS requires three signed copies of the Board's action.

Respectfully submitted,


WILLIAM T FUJIOKA
Chief Executive Officer

WTF:SRH
SAS:bjs

Attachments (2)

c: County Counsel
Director and Chief Medical Officer, Department of Health Services

121807_DHS_Ophthalmology

SUMMARY OF BOARD LETTER

1. Type of Service:

Ophthalmology services at Martin Luther King, Jr. Multi-Service Ambulatory Care Center (MLK MACC)

2. Address and Contact Person:

The Los Angeles Ophthalmology Medical Group
3737 Martin Luther King, Jr. Boulevard, Suite 401
Lynwood, California 90262

Attention: Richard Casey, M.D., President and Chief Executive Officer
Telephone/Fax: (310) 669-8845/(310) 669-8846

3. Term:

Under the recommended Amendment, the Agreement will be extended one month, effective January 1, 2008 through January 31, 2008.

4. Financial Information:

The total maximum obligation for the Agreement, including the one month extension, through January 31, 2008, is \$298,800. Funding for the one month extension is available under the current Agreement.

Funding is included in the Fiscal Year 2007-08 Final Budget.

5. Accountable for Program Monitoring:

MLK MACC Administration

6. Primary Geographic Area to be Served:

2nd District

7. Approvals:

MLK MACC Administrator: Antionette Smith Epps

Contracts and Grants Division: Cara O'Neill, Chief

County Counsel: Sharon A. Reichman, Principal Deputy

Contract No. 76356

OPHTHALMOLOGY CLINIC AND SURGICAL SERVICES AGREEMENT

Amendment No. 1

THIS AMENDMENT is made and entered into this 18th day
of December, 2007,

by and between

COUNTY OF LOS ANGELES (hereafter
"County"),

and

THE LOS ANGELES OPHTHALMOLOGY
MEDICAL GROUP, INC. (hereafter
"Contractor").

WHEREAS, reference is made to that certain document entitled,
"OPHTHALMOLOGY CLINIC AND SURGICAL SERVICES AGREEMENT", dated
September 25, 2007, and further identified as Agreement No. 76356
(hereafter referred to as "Agreement"); and

WHEREAS, Agreement is slated to expire on December 31, 2007,
and it is the desire of the parties to extend the term of Agreement
and to make other hereafter described changes; and

WHEREAS, Agreement provides that changes may be made in the
form of a written amendment which is formally approved and executed
by both parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment is effective on January 1, 2008.
2. Paragraph 1, TERM AND TERMINATION, shall be revised to read as follows:

"1. TERM AND TERMINATION: The term of this Agreement shall commence effective September 25, 2007, and shall continue, unless sooner terminated or canceled, in full force and effect through January 31, 2008, at the rates currently set forth in Exhibit B, attached hereto and incorporated herein by reference. If, within the term of this Agreement, either party terminates the Agreement for cause, then Contractor is prohibited from entering into an Agreement with the County for the same services at MLK-MACC within the Agreement term.

Notwithstanding the foregoing, this Agreement also may be terminated at any time by either party, upon the giving of at least thirty (30) calendar days' advance written notice thereof to the other party. County may also terminate this Agreement, upon giving of advance written notice to Contractor of at least ten (10) calendar days, in the event that Ophthalmology Outpatient services are no longer needed by MLK-MACC.

County may terminate this Agreement immediately if Contractor, or any of its officers, employees, or agents, including any one or more of its physicians fails to comply with the terms of this Agreement or any directions by or on behalf of County issued pursuant hereto.

County may also terminate this Agreement immediately if Contractor, its officers, employees or agents, including its physicians engage in, or if County has reasonable justification to believe that Contractor, or such employees, or agents, including Contractor's physicians may be engaging in, a course of conduct which poses an imminent danger to the life or health of County patients.

County's failure to exercise this right of termination shall not constitute waive of such right, and the same may be exercised at any subsequent time.

Immediate termination hereunder shall be effected by delivery to Contractor of a written "Notice of Immediate Termination" which shall be effective upon Contractor's receipt of such "Notice of Immediate Termination".

3. Paragraph 3, MAXIMUM OBLIGATION, shall be revised to read as follows:

"3. MAXIMUM OBLIGATION: The Maximum Obligation for this Agreement during the period September 25, 2007 through

January 31, 2008 shall not exceed Two Hundred Ninety-Eight Thousand, Eight Hundred Dollars (\$298,800). The parties acknowledge that the Maximum Obligation reflects an Ophthalmology Clinic volume requiring an anticipated maximum Contractor utilization of two physicians, eight (8) hours per day, five (5) days per week.

Notwithstanding the foregoing, Contractor agrees and understands that the County is under no obligation to guarantee a specific amount of patient volume in the Ophthalmology Clinic. Contractor understands that the County is not liable for overestimating or understating a projected amount of patients presenting in the Ophthalmology Clinic or Emergency Department of MLK-MACC."

4. Except for the changes set forth herein, all terms and conditions of the Agreement shall remain the same.

IN WITNESS WHEREOF, Contractor has executed this Amendment, or caused it to be duly executed and County of Los Angeles, by order of its Board of Supervisors has caused this Amendment to be executed on its behalf of by the Chair of said Board and attested by the Executive Officer, Board of Supervisors thereof, the day and year first above written.



COUNTY OF LOS ANGELES

By *George B. Burke*
Chair, Board of Supervisors

THE LOS ANGELES OPHTHALMOLOGY
MEDICAL GROUP, INC.

Contractor

By *R. Casey*
Signature

RICHARD CASEY, M.D.
Printed Name

ATTEST:

Sachi A. Hamai
Executive Officer, Board of Supervisors

By *Sachi A. Hamai*
Deputy

Title _____
(Affix Corporate Seal Here)

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
County Counsel

By *Sham A. Reichman*
Deputy County Counsel

DEPARTMENT OF HEALTH SERVICES

By *Cara O'Neill*
Cara O'Neill, Chief
Contracts and Grants Division

Ophthalmology Amendment.wpd

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

29 DEC 18 2007

Sachi A. Hamai
SACHI A. HAMA
EXECUTIVE OFFICER

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMA
Executive Officer
Clerk of the Board of Supervisors

By *Sachi A. Hamai*
Deputy